

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS Douglas N. Durand ("Durand") has filed a charge of discrimination (Equal Employment Opportunity Commission charge number 172941581 and Pennsylvania Human Relations Commission charge number E70361X) against Merck & Co., Inc. ("Merck") alleging conduct unlawful by Merck under Title VII of the Civil Rights Act of 1964 and the Pennsylvania Human Relations Act;

WHEREAS Durand, through his attorney, has advised both Merck and the Equal Employment Opportunity Commission of his intention to commence an action in United States District Court based on the allegations of the foregoing charge;

WHEREAS Durand and Merck are desirous of avoiding further administrative and judicial proceedings and controversy and of settling and compromising any and all claims and issues of law or fact that were raised or could have been raised in such litigation or which Durand has, had or shall have against Merck, its employees and its agents;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Effective September 26, 1994, Durand will be relieved of his duties as Senior Region Director and he will be given a special project assignment, enabling him to work out of his home. An announcement of Durand's new assignment will be issued by USHH management to appropriate individuals in the USHH sales organization.
2. Effective October 1, 1994, and through January 31, 1995 or until Durand commences employment elsewhere, whichever is sooner, Durand will be on inactive employment status. While on inactive status, he will receive his present monthly salary which, after appropriate payroll withholding, will be sent to him via electronic funds transfer, if feasible, or otherwise by mail on Merck's normal paydays for salaried, exempt employees. During his period of inactive employment, Durand will be covered by Merck's employee benefit plans covering salaried, exempt employees, including options he has selected under the flexible benefits program but excluding the short-term disability plan. During inactive employment, Durand will not accrue vacation credit and Durand will not be eligible to receive any stock option grants but stock options previously granted to him may be exercisable in accordance with the terms of such grants.

DEFENDANT'S
EXHIBIT

tabbies

3. Durand's employment with Merck will terminate when his inactive employment status ends or when Durand advises Merck in writing (certified mail, return receipt requested to E. Jacopetti at West Point) that he wishes to terminate his employment, whichever is sooner. The termination of Durand's employment with Merck will be recorded as a resignation. Durand agrees not to seek reemployment with Merck or any division, subsidiary or unit thereof. Upon the termination of his employment, Durand will not be entitled to any further payments from Merck except benefits to which he is entitled under the terms of Merck's benefit plans, other than the short term disability plan, and except those payments specifically described herein.
4. As soon as practicable after the termination of Durand's employment, but in no event more than thirty days thereafter, Merck will pay to Durand a lump sum of \$255,000.00 representing a payment for damages in the nature of damages for personal injuries recoverable under Title VII of the Civil Rights Act of 1964 and therefore no deductions will be made for taxes. In the event that any or all of this amount is taxable income to Durand, he will be solely responsible for the payment of taxes owed by him on such income and he agrees to hold Merck harmless in that regard.
5. Upon the termination of his employment, Durand will receive payment from Merck, subject to appropriate payroll withholding, for fifteen days of unused vacation accrued in 1993 and normally taken in 1994.
6. In the event Durand commences employment elsewhere before January 31, 1995, he will provide written notice of such employment to Merck. Upon such notice, he will receive a lump sum, subject to appropriate payroll withholding, corresponding to the remaining portion of the monthly payments that would have been paid out to him if he had continued on paid inactive employment status through January 31, 1995. This payment will be paid as soon as practicable, but no later than thirty days, after the termination of his employment with Merck.
7. Provided that Durand has timely elected COBRA continuation coverage, Merck will reimburse Durand for the cost of March 1995 COBRA continuation coverage or for the first month of COBRA continuation coverage in the event that the first month of such coverage is a month prior to March 1995.
8. On or before December 20, 1994, Merck will pay Durand his full third quarter (1994) bonus and, on or before March 31, 1995, Merck will pay Durand a pro-rated (nine months) strategic project component. The payments described in this paragraph will be subject to appropriate payroll withholding.

9. Merck will reimburse Durand for jobhunting expenses in the amount of \$4,212.99 incurred by Durand prior to September 26, 1994 provided that Durand submits to Merck receipts or other appropriate evidence of such expenses before Merck reimburses him. Merck will retain for Durand the services of an outplacement firm (Career Advancement) and Merck will pay the cost of such services, provided that the total cost to Merck of the foregoing reimbursement plus the outplacement firm will not exceed \$22,000.00.

10. Durand will return all Merck property, records and materials which are in his possession, other than summary plan descriptions of benefit plans, no later than the close of business on September 30, 1994, provided that on or before October 3, 1994 he may exercise an option to purchase the automobile presently leased in his behalf by Merck. This purchase will be on such terms and conditions and pursuant to such pricing formulas as are applied in similar situations by the car leasing company or other appropriate party to this transaction. Durand agrees to deliver to Merck the automobile in question in good condition no later than October 3, 1994 in the event he does not exercise the option to purchase the automobile on or before that date.

11. Durand agrees that he will keep confidential the terms of this Settlement Agreement, the fact that he filed a charge of discrimination with the EEOC, the fact that he was threatening to commence litigation against Merck based on the allegations underlying the foregoing charge, the fact that these matters were settled, and any other fact relating to the charge, the threatened litigation and the settlement thereof, including any facts pertaining to the "investigation" in which Durand's charge alleges he was involved, except to the extent that Durand reveals such information to his attorney, accountant or financial advisor, or as required by law or court order. Durand agrees that, if any portion is revealed to those individuals, he will procure from them a promise to maintain the confidentiality of this Settlement Agreement. If asked about these matters by anyone other than those listed above, Durand will simply state "I cannot discuss it."

12. Durand acknowledges and agrees that, in the course of his employment with Merck, he had access to certain confidential and proprietary information owned by Merck, including unique knowledge of Merck's sales and marketing operations and business strategy. Durand agrees to comply with and abide by the terms of the Conditions of Employment Agreement that he signed during the course of his employment with Merck, prohibiting his disclosure to third parties of confidential business information. Durand further agrees that, in the event of his unauthorized disclosure of confidential business information, proprietary information or trade secrets pertaining to or owned by Merck, Merck will suffer immediate and irreparable injury and harm that cannot be fully and sufficiently remedied by monetary damages and Merck will be entitled, in addition to any other available remedies, to temporary and

permanent injunctive relief from any breach by Durand of the terms set forth in this paragraph or in the preceding paragraph of this Settlement Agreement, without the necessity of proving actual damages, or immediate or irreparable harm, or of posting a bond.

13. Merck agrees that all requests by prospective employers of Durand for information about Durand will be referred to Merck's Human Resources department. Merck agrees to respond to such requests by stating that, in accordance with its policy, it will provide only Durand's job titles and dates of employment. Merck further agrees that, in the event of its disclosure to a prospective employer of information beyond what is described in this provision or information whose disclosure is not otherwise authorized in writing by Durand, Durand will suffer immediate and irreparable injury that cannot be sufficiently remedied by monetary damages and Durand will be entitled, in addition to any other available remedies, to temporary and permanent injunctive relief from any breach by Merck of the terms set forth in this paragraph, without the necessity of proving actual damages, or immediate or irreparable harm, or of posting a bond. The foregoing limitations on disclosure of information concerning Durand do not apply to the disclosure of information required to be made pursuant to law or legal process or order.

14. In consideration of the terms and conditions of this Settlement Agreement, including the lump sum payment and other monies and benefits described in paragraphs 4, 6 and 9 hereof, Durand will immediately to withdraw with prejudice and discontinue any and all pending administrative charges (including EEOC charge 172941581 and PHRC charge E70361X) and lawsuits by written request or motion filed with each and every appropriate agency and tribunal, and Durand agrees not to sue Merck and to fully and completely waive, release and forever discharge Merck, its divisions, subsidiaries, affiliates, benefit plans, successors, assigns, officers, directors, employees, agents and representatives from any claim, charge, complaint, or cause of action of any kind whatsoever, known or unknown, which he may have from the beginning of the world to the execution date of this Settlement Agreement, including, but not limited to, any claims arising under common law, any claims arising under any federal, state or local statute, regulation or executive order, including the federal Age Discrimination in Employment Act as amended (29 U.S.C. ss. 621 *et seq.*), and any claim for attorney's fees. This release does not apply to any claims for entitlements pursuant to this Settlement Agreement, nor does it apply to any vested retirement benefits or any claims that cannot be waived by law.

15. Merck does not admit any allegations made against it in any charges, complaints, grievances or lawsuits pending between the parties. Neither the offer of this Settlement Agreement nor the contents of this Settlement Agreement shall be deemed an admission of liability, wrongdoing, impropriety or any violation of any applicable law, rule, regulation, order or contract of any kind on the part of Merck, its agents or employees.

16. Except as otherwise provided herein, each party hereto will bear its own costs incurred as a result of the dispute between them and neither party owes the other any costs or attorney's fees.

17. Durand acknowledges that he has had at least twenty-one days within which to consider the terms of this Settlement Agreement, that he has been represented by counsel throughout the course of discussions involving the terms of this Settlement Agreement, that he has had the opportunity to consult with an attorney prior to executing this Settlement Agreement, and that he has voluntarily signed this Settlement Agreement with full knowledge of its contents.


DOUGLAS N. DURAND

Dated: 10/14/94

For MERCK & CO., INC.

Dated: _____

copy

DOUGLAS N. DURAND

10499 Atlantic Court • Gibbstown, PA 15044-7462 • Phone: (412) 444-1094 • Fax: (412) 444-1984

December 23, 1994

Mr. E.L. Jacopetti
Merck & Co. Inc.
WP53-B-107
Summeytown Pike
P.O. Box 4
West Point, PA 19486

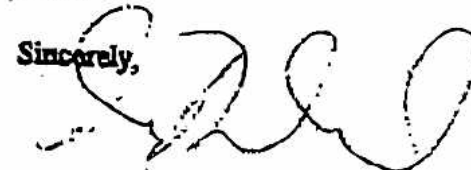
Dear Rocky,

Enclosed please find my letter of resignation effective January 1, 1995, in accordance with our Release and Settlement Agreement. As a result, I am asking that this initiate the actions necessary to effect the remainder of our agreement. Please also let me express my appreciation for the timely fashion in which the bonus (paragraph 8) was handled. Thank you.

Would you please forward paperwork to effect the benefits and roll-over of my 401K funds to this address? In accordance with normal Merck policy I am also assuming that the January 1, 1995 resignation date will place my service with the company at 20.5 years, for purpose of retirement calculation. In addition, I understand that Merck medical and dental benefits will be in effect through the month of February 1995. If this is not correct, please advise.

Thank you for your and Pam Sloane's assistance over the past two months. Please feel free to call me should you have any questions.

Sincerely,



Douglas N. Durand

cc: T. Kaufman
J.W. Carroll Esq.

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION****Pittsburgh Area Office**

1000 Liberty Ave., Room 2054

Pittsburgh, PA 15222

PH: (412) 644-3444

TDD: (412) 644-3720

FAX: (412) 644-3664

Douglas N. Durand**Charging Party,****CHARGE NO.: 172-941581****Merck and Company, Inc****Respondent.****ACKNOWLEDGEMENT OF SETTLEMENT**

In view of the Agreement reached between the Respondent and the Charging Party, the Equal Employment Opportunity Commission (EEOC) will take no further action on behalf of the Charging Party.

EEOC will discontinue its investigation of the above noted charge. This action does not reflect any judgment by EEOC as to the merits of the charge or the terms of the settlement. Furthermore, EEOC does not waive its right to investigate any other charge, including a charge filed by a member of the Commission, or to institute a directed ADEA or EPA investigation against the Respondent.

On Behalf of the Commission:

Date

11/16/94
Eugene V. Nelson, Area Director

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

☐ FEPA
☒ EEOC

172941581

State or local Agency, if any

and EEOC

NAME (Indicate Mr., Ms., Mrs.)

Mr. Douglas N. Durand

HOME TELEPHONE (Exclude Area Code)

(412) 444-1094

STREET ADDRESS

CITY, STATE AND ZIP CODE

DATE OF BIRTH

08/22/51

10499 ALLANTE CT., GIBSONIA, PA 15044

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME

MERCK & COMPANY, INC.

NUMBER OF EMPLOYEES, MEMBERS

Cat D (501 +)

TELEPHONE (Include Area Code)

(412) 366-2622

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

091

5700 CORPORATE DRIVE, SUITE 400, PITTSBURGH, PA 15237

TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

☐ RACE☐ COLOR☐ SEX☐ RELIGION☐ NATIONAL ORIGIN☒ RETALIATION☐ AGE☐ DISABILITY☐ OTHER (Specify)

DATE DISCRIMINATION TOOK PLACE

06/01/94

06/01/94

☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional space is needed, number extra sheet(s)):

1. I have worked for the Respondent since July 1, 1974. I have been threatened with discharge received a lower than usual evaluation which affected my bonus and merit increase, since I assisted in an investigation of sexual harassment charges. I also have been denied transfers which would allow me to get away from the people who are retaliating against me.
2. [NAME REDACTED] is the person responsible for giving me the lower evaluation and threatening me with discharge.
3. I believe that the Respondent discriminated against me in retaliation of Title VII of the Civil Rights Act of 1964, as amended, in that since being involved in protected activity against my employer I have received different less favorable treatment.

☐ I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the foregoing is true and correct.

NOTARY - (When necessary for State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

CHARGING PARTY COPY

STATE OF PENNSYLVANIA
CITY/COUNTY OF GIBSONIA/ALLEGHENY

CASE NAME Durand vs MERCK & CO
CASE NUMBER 172941581

AFFIDAVIT

I, Douglas N. Durand being first duly sworn upon my oath affirm and hereby say:
(Name)

I have been given assurances by an Agent of the U.S. Equal Employment Opportunity Commission that this Affidavit will be considered confidential by the United States Government and will not be disclosed as long as the case remains open unless it becomes necessary for the Government to produce the affidavit in a formal proceeding. Upon the closing of this case, the Affidavit may be subject to disclosure in accordance with Agency policy.

I am 42 years of age, my gender is Male and my racial identity is White.
(sex) (race)
I reside at 10499 ALLANTE CT.
(Number/Street)
City of GIBSONIA, County of ALLEGHENY
State of PA, Zip Code 15044

My telephone number is (including area code) (412) 444-1094

My statement concerns MERCK & COMPANY, INC. which is
(Name of Union/Company/Agency)
located at 5700 CORPORATE DRIVE, SUITE 400
in PITTSBURGH PA 15237
(City) (State) (Zip)

My job classification is (if applicable) Business Director
(Job title)

My immediate supervisor is (if applicable) _____
(Name) (Job title)

1. Respondent's Business

The Respondent is a pharmaceutical company (the largest in the world). I worked out of the Pittsburgh Office as Business Director.

2. Personal Harm

I made the Respondent aware of complaints of sexual harassment that were made to me in May 1993. A subordinate of mine approached me and told me that she was being sexually harassed by [NAME REDACTED]. I followed the guidelines in reporting the complaint and became a key witness in the investigation which occurred.

[Name and background information regarding alleged harasser redacted]

I have been treated differently since making them aware of the complaint which I received. Other members of management were avoiding me and I was being snubbed.

Jun 29 15:35 1994 CP Initials _____ Chg # 172941581. Attachment Page 1

Equal Employment Opportunity Commission
Affidavit, Additional Text

I have worked for the Respondent since July 1, 1974. I have been the Business Director since June 1985 (with exception of two years when I did an international experience position).

5. Charging Party's rational basis for believing there was discrimination

I believe that I have been retaliated against for assisting in an investigation of sexual harassment against senior management employees.

6. Comparators names, titles, and how similarly situated

I am being retaliated against by *Name redacted*

7. Witness Identification

Name Redacted was my supervisor at the time that the complaint of sexual harassment was made. *Redacted* also was retaliated against and demoted for her involvement in the complaint.

Name Redacted

of Sales at the time of the complaint.

8. Class Harm

This is an individual harm charge of discrimination.

9. Remedy

Adjust performance review, all moneys lost because of review, transfer to a different divisions, retaliation to stop, and damages because I believe that they have destroyed my professional standing.

10. Other relevant information

I have no other information at this time.

EEOC Pittsburgh Area Office

INFORMATION FOR CHARGING PARTIES

You have just completed the filing of a charge of discrimination in which you, the Charging Party, claimed that you were subjected to some adverse or differential treatment in violation of one or more of the laws enforced by the EEOC.

A copy of the charge will be sent to the Respondent (the organization charged with discrimination) normally within 10 days of the date that you filed the charge. A request for a position statement and specific information is usually sent with the charge. The charge is then routed to a special unit in which an Investigator will attempt to resolve the charge by mediation. The Investigator will try to negotiate a settlement that is acceptable to you and the Respondent. If a settlement is reached it will be prepared in writing to be signed by you, the Respondent, and EEOC. If the charge is not settled, the charge will be routed to an Enforcement Unit where the investigation will continue including further efforts at settlement.

A Charging Party is expected to assist in the investigation by providing information in support of the allegations and information requested by the Investigator. The participation in the case does not include the selection of the types of investigation procedures. The EEOC has the sole responsibility for determining how the investigation will be conducted. The investigation will consist of one or more of the following procedures: (1) a written request for information, (2) a visit to the Respondent facility to interview witnesses and review records, (3) a Fact Finding Conference in which you and the Respondent will attend to provide information and (4) telephone and/or in person interviews.

Note: If you believe that the Respondent has taken some action against you because you filed the charge, you should contact this office immediately to discuss the matter further.

Charges are normally investigated in the order in which they are received. Because of the number of charges filed with this office, each Investigator has many charges in his/her caseload; therefore, there will probably be a delay before the investigation of your charge is completed. Please be assured that the Investigator will contact you when necessary. Your patience and cooperation during the processing of your charge will be greatly appreciated.

The Investigator will contact you to discuss the evidence, its interpretation, and to give you an opportunity to respond or provide other information before a finding is made. If the EEOC finds that the evidence does not support your allegations, the charge will be dismissed and you will be advised of your right to pursue the matter further in the U.S. District Court. If a violation of law is uncovered, the EEOC will attempt to obtain the appropriate remedy. If EEOC is unsuccessful in obtaining a suitable remedy, it may sue the Respondent on your behalf. If EEOC does not file suit, you will be advised of your rights to file your own suit.

You may also have the right to go directly to court before the processing of your charge is completed. The procedures you must follow depend on the law(s) involved and are described in other material you will receive from EEOC. The filing of a private lawsuit usually closes a case with the EEOC.

Records you should keep: (1) Documents in support of your allegations, (2) records indicating any expenses or losses resulting from the alleged discrimination (e.g. medical bills, job training expenses) and (3) records of your attempts to lessen the amount of money for damages that would accrue to you if a violation of law was found (e.g. attempts to obtain employment if your claim was that you were not hired or that you were fired).

The Investigator can provide other information during the processing of your charge.

NOTICE OF RIGHT TO FILE A COMPLAINT WITH THE PENNSYLVANIA HUMAN RELATIONS COMMISSION

You have just filed a charge of employment discrimination with the Equal Employment Opportunity Commission (EEOC). You also have the right to file this same charge with the Pennsylvania Human Relations Commission (PHRC). Generally, the anti-discrimination laws administered by EEOC and the PHRC are very similar. However, there may be circumstances in which the state and federal laws or procedures may vary in a manner that could affect the outcome of your case.

There is a Work Sharing Agreement between the EEOC and PHRC that provides that in most cases the agency that takes the charge first is the office that will conduct the initial investigation. The other office will hold in abeyance their processing of the charge until the initial processing office resolves the charge. The other office may review the findings and resolution of the processing office and either adopt their resolutions and close the complaint or if it is deficient conduct its own investigation.

If you desire to file a charge with the PHRC you should contact the nearest PHRC Regional office within 30 days from the receipt of this notice. You will be referred to the appropriate office or scheduled for an appointment to file a complaint. A formal complaint must be a verified complaint in writing on a PHRC complaint form. A telephone call is not considered a formal complaint. If you decide to also file with PHRC take with you a copy of your EEOC charge.

If you do not contact the PHRC within 30 days, your complaint will not be processed by the PHRC and you will lose your rights to relief under Pennsylvania law. Failure to contact the PHRC will not affect your federal rights, nor will it affect EEOC's processing of your charge.

PHRC OFFICES

Pennsylvania Human Relations Commission
2971-B North Seventh Street
Harrisburg, PA 17110
(717) 787-9784

Pennsylvania Human Relations Commission
711 State Office Building
Broad & Spring Garden Streets
Philadelphia, PA 19130
(215) 560-2496

Pennsylvania Human Relations Commission
1100 State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
(412) 565-5395

Notice Received: _____

Signature

Date: 6/29/24

Notice Mailed To: _____

By: _____

Date: _____

If you have any questions, contact your nearest PHRC office:

RAQUEL OTERO as YINGST
Secretary
GREGORY J. CELIA JR.
Executive Director
HOMER C. FLOYD
Regional Director
GEORGE A. SIMMONS



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Pittsburgh Regional Office
State Office Bldg., 300 Liberty Avenue
Pittsburgh, Pennsylvania 15222-1210
(412) 565-5385 (Voice)
(412) 565-5711 (TDD)

ALVIN E. SCHOLZ, JR.
RUSSELL S. HOWELL
LAUREN K. LUKERT
ELIZABETH C. ULSTADT
DANIEL D. YUN

Writer's Direct Dial

Mary McDonald
Merck & Co., Inc.
5700 Corporate Dr.
Cogn. PA 15237

10-6-94

RE: DOCKET NO. E70361 X

Dear Mr. McDonald:

Enclosed is a copy of the above docketed complaint which was filed against your company with the Pennsylvania Human Relations Commission (PHRC) and the Equal Employment Opportunity Commission (EEOC).

Please be advised that the Equal Employment Opportunity Commission will be conducting the investigation, and the Human Relations Commission will hold its investigation in abeyance. Upon completion of action by EEOC, the Human Relations Commission may review their findings and make a determination in this matter based on state law. If the Human Relations Commission accepts their findings, the complaint will be closed.

It will not be necessary to defend this action before the Pennsylvania Human Relations Commission unless you are so advised. If a settlement agreement is reached with the Equal Employment Opportunity Commission, it would be beneficial to include reference to the closure of the Human Relations Commission's charge in the settlement agreement since the charges are identical. In that manner, the Human Relations Commission can close its files.

Should you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Lawrence M. Mitchell
INTAKE SUPERVISOR

LMM/nb

Enc.

CC: CHARGING PARTY

EXECUTIVE OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

COMPLAINT

COMPLAINANT
DOUGLAS N. DURAND

VS.

RESPONDENT
MERCK & COMPANY, INC.

DOCKET NO. E-79361X

1. THE COMPLAINANT(S) HEREIN (IS) (ARE):

NAME: DOUGLAS N. DURAND

ADDRESS: 10499 Allante Ct., Gibsonia, Pa 15044

NAME:

ADDRESS:

NAME:

ADDRESS:

2. THE RESPONDENT(S) HEREIN (IS) (ARE):

NAME: MERCK & COMPANY, INC.

ADDRESS: 5700 Corporate Dr., Suite 400, Pgh., Pa 15237

NAME:

ADDRESS: WS 3A-15, One Merck Dr.,
Whitehouse Station, NJ 08889-0100

NAME:

ADDRESS:

- ☒ Pennsylvania Human Relations Act (Act of October 27, 1955, P.L. 744, as amended) Section 5 Subsection(s) (d)
- ☐ Section 5.1, Subsection(s)
- ☐ Section 5.2, Subsection(s)
- ☐ Pennsylvania Fair Educational Opportunities Act (Act of July 17, 1961, P.L. 766 as amended) Section 4 Subsection(s)

5. The complainant(s) allege(s) that the alleged unlawful discriminatory practices:

☒ is/are of a continuing nature which has/have persisted up to and including the present time.

6. No other action based on the aforesaid allegations has been instituted by the complainant in any court or before any other commission within the Commonwealth of Pennsylvania except as follows:

- ☒ Charge previously filed with EEOC AT # 172941581
- ☐ This charge will be filed with the PA Real Estate Commission under the PA licensing and Registration Act Section 604.
- ☐ This charge will be referred to EEOC for the purpose of dual filing.
- ☐ This charge will be referred to HUD for the purpose of dual filing.

7. The complainant(s) pray that the respondent(s) be required to:

- (a) Make the complainant(s) whole, including but not limited to an award of back pay, hiring, reinstatement, upgrading, and restoration of job benefits; or to provide housing sought or the loan sought in connection with housing.
- (b) Eliminate all unlawful discriminatory practice(s) and procedure(s).
- (c) Remedy the discriminatory effect of past practice(s) and procedure(s).
- (d) Take further affirmative action necessary and appropriate to remedy the violation complained of herein.
- (e) Provide such further relief as the Commission deems necessary and appropriate.

I hereby verify that the statements contained in this complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 P.A.C.S. Section 4904, relating to unsworn falsification to authorities.

(Date Signed)

4/22/94

(Telephone Number)

(Signature)

10499 Allante G

(Address)

Gilbert, PA 15044-7462

(City, State and Zip Code)

upon all parties of record in this proceeding in accordance with the requirements of 1 PA. Code §§33.31 (relating to service by an agency).

Dated at this Oct day of 6, 1994

H. B. [Signature]

Signature